

Chapter 16.03

ADMINISTRATION OF RESIDENTIAL RENTAL UNITS

16.03.010 Compliance Required.

No person shall occupy or allow the occupancy of a residential rental unit within the City unless in accordance with the provisions of this Title.

16.03.020 Registration of Residential Rental Units.

(a) No owner of a residential rental unit shall allow such unit to be occupied by a tenant without first registering the residential rental unit with the HAND Department.

(b) Such registration shall be affected by furnishing the HAND Department, upon a form furnished by the Department, the following information:

- (1) Name of Owner(s);
- (2) Street address of owner(s), said address shall be acceptable for service of process;
- (3) Phone number of owner(s);
- (4) Email address of owner(s);
- (5) Name, street address, phone number and email address of agent, if any, authorized to act on behalf of the Owner(s) in regards to the residential rental unit, including service of process. Any owner(s) who does not reside in Indiana shall designate an in-state agent.
- (6) The registration form shall be signed by the owner(s) and not the Owner's agent.

(c) Whenever an owner(s) or agent changes his/her contact information (mailing address, phone number or email address) it shall be his/her responsibility to provide the HAND Department with an updated registration form. All updated registration forms shall be signed by the owner and not the owner's agent.

(d) Whenever ownership of the residential rental unit changes, the new owner shall re-register the unit with the HAND Department.

16.03.030 Occupancy Permits.

(a) No owner of a residential rental unit shall allow such unit to be occupied by a tenant without first obtaining a valid occupancy permit or temporary occupancy permit from the HAND Department.

(b) No occupancy permit shall be issued by the HAND Department until the residential rental unit and premises have been inspected pursuant to Section 16.03.040 and all provisions of the Bloomington Municipal Code have been met.

(c) All occupancy permits shall contain the following information:

- (1) Name of the owner(s);
- (2) Name of the agent;
- (3) Occupant load;

- (4) Number of bedrooms;
- (5) Expiration date of the permit;
- (6) Variances; and
- (7) Notes.

(d) All residential rental units shall display a current occupancy permit in an accessible location inside said unit.

(e) Occupancy permits shall be issued for three, four or five year periods, as determined by this Subsection:

- (1) Three-year permit. A residential rental unit shall receive a three-year occupancy permit if the criteria listed below apply:
 - (A) If the owner fails to schedule a Cycle Inspection prior to the expiration of the residential rental unit's current occupancy permit; or
 - (B) If a residential rental unit has had a Cycle Inspection by the HAND Department and said Department has issued a Cycle Inspection Report noting violations of this Title, and the owner fails to have the residential rental unit reinspected and found in compliance with this Title within sixty days after the report citing the violations was mailed to the owner or within the time that may be granted by the Board of Housing Quality Appeals; or
 - (C) If the owner fails to satisfy all outstanding fee assessments issued under this Title within thirty days from the date of billing.
- (2) Four-year permit. A residential rental unit shall receive a four-year occupancy permit if the criteria listed below apply:
 - (A) The residential rental unit previously had a three-year occupancy permit and the Cycle Inspection uncovered no violations of this Title, or all violations of this Title cited on a Cycle Inspection Report were satisfactorily corrected within sixty days after the report was mailed to the owner, and the owner satisfies all outstanding fee assessments within thirty days from the date of billing; or
 - (B) The residential rental unit is newly registered and the cycle Inspection uncovers no violations of this Title, or all violations of this Title cited on a Cycle Inspection Report were satisfactorily corrected within sixty days after the report was mailed to the owner, and the owner satisfies all outstanding fee assessments within thirty days from the date of billing.
- (3) Five-year permit. A residential rental unit shall receive a five-year occupancy permit if the criteria listed below apply:
 - (A) The residential rental unit is new construction and the Cycle Inspection uncovers no violations of Chapters 16.07, 16.08 and 17.16 of the Bloomington Municipal Code; and the owner satisfies all outstanding fee assessments within

thirty days from the date of billing; and the HAND Department has issued an occupancy permit prior to the residential rental unit being occupied; and the owner satisfies all outstanding fee assessments within thirty days from the date of billing; or

- (B) The residential rental unit's prior occupancy permit had been a four-year permit, and the Cycle Inspection uncovered no violations of this Title, or all violations of this Title cited on a Cycle Inspection Report were satisfactorily corrected within sixty days of after the report was mailed to the owner; and the owner satisfies all outstanding fee assessments within thirty days from the date of billing.

16.03.040 Inspections.

(a) Each residential rental unit and premises located within the City shall be scheduled to receive a Cycle Inspection conducted by the HAND Department at least sixty days prior to the expiration of its occupancy permit to establish compliance with this Title. Properties scheduled to be inspected more than six months prior to the expiration of the current occupancy permit shall receive a new occupancy permit with an expiration date of when compliance was achieved as a result of the most recent Cycle Inspection.

(b) Each newly constructed residential rental unit and premises located within the City shall receive a Cycle Inspection conducted by the HAND Department immediately prior to said unit being occupied.

(c) Off-Cycle or Complaint Inspections of a residential rental unit may be conducted at the discretion of the Director upon the following:

- (1) Receipt of a written request of any resident of the City, any governmental agency or employee, or the residential rental unit's tenant, the tenant's legal representative, the owner, or the owner's agent provided the request indicates that there is some violation of this Title at the stated residential rental unit; or
- (2) The Director has probable cause to believe the residential rental unit is in violation of this Title.

(d) A Complaint Inspection shall be confined to the defects complained of by the person requesting the Complaint Inspection, unless the Director has probable cause to believe the condition of the residential rental unit or its premises is in such a state of deterioration or violation of this Title that a complete Off-Cycle Inspection is required to effectuate the purposes of this Title, in which a case a complete new Cycle Inspection of the entire residential rental unit and premises shall be performed.

(e) It shall be the responsibility of the owner of each residential rental unit to schedule all required inspections and reinspections required by this Title.

(f) The owner shall notify the tenant(s) of all scheduled inspections and reinspections of a residential rental unit.

(g) The owner shall be responsible for granting access for any inspection required by this Title in compliance with State law. If a tenant or owner refuses entry for an inspection under this Title, the HAND Department shall not inspect the residential rental unit without first obtaining a warrant in accordance with the laws of the State of Indiana.

(h) The owner, an employee of the owner, or the unit's tenant shall remain with the HAND Department employee conducting the inspection or reinspection at all times said employee is inside of a residential rental unit.

(i) Employees of the HAND Department shall not enter into residential rental units or onto their premises where there is a concern for their physical safety or if the tenant is engaging in inappropriate or illegal activities, e.g. where the tenant may be inadequately clothed or using illegal substances.

16.03.050 Inventory and Damage Lists

(a) The owner of a residential rental unit shall contact the tenants and arrange a joint inspection of the unit and premises to occur within ten days of the tenant's occupancy of the unit. The owner shall at that time jointly complete an inventory and damage list, and this shall be signed by the owner and at least one tenant. Duplicate copies of the inventory and damage list shall be retained by all parties.

(b) The owner of a residential rental unit shall contact the tenant and arrange a joint inspection of the unit and premises to occur at the end of the tenant's occupancy and prior to the occupancy of the next tenant. Any damages to the unit shall be noted on the inventory and damage list, and the list shall thereupon signed by all parties.

(c) The owner shall have a duty to initiate joint inspections; however, both the owner and the tenant shall have an affirmative duty to make a good-faith effort in scheduling joint inspections.

(1) In the event the owner is unable to schedule a joint inspection with the tenant when contacting the tenant via telephone, email, personal message or personal contact, the owner may show compliance with this Section by producing the following: a copy of a letter or email to the tenant stating the time and place of the joint inspection; and, a normal business record showing that this letter was mailed to the tenant by first class mail (or if by email sent with a read receipt feature) at least two days prior to the date of the scheduled inspection.

(2) If the owner cannot arrange a joint inspection pursuant to the above procedures, the owner shall complete the inspection, noting on a signed and dated inspection report those damages which exceed normal wear and tear.

(d) The owner shall retain copies of all inspection reports for a minimum of the present lease period and the two subsequent lease periods for the residential rental unit, or for a period of four years, whichever is less.

(e) The owner shall allow the HAND Department to review a copy of the inventory and damage list in accordance with the provisions of this Section upon the Department's request.

16.03.060 Disclosure.

(a) The owner of a residential rental unit shall disclose to each tenant, in writing, at or before the commencement of tenancy the name and usual address of each person who is:

- (1) Authorized to manage the residential rental unit and premises; and
- (2) An owner of the unit and premises, or his/her agent, who is authorized to act on behalf of the owner for the purpose of service of process and for the purpose of receiving all notices and demands.

(b) The information required by Section 16.30.060(a) shall be kept current.

(c) The owner of a residential rental unit shall provide to each tenant, at or before the commencement of tenancy, a summary of the Tenants' and Owners' Rights and Responsibilities, in such form as shall be prescribed by the Director. The Owner shall ensure that the Summary contains the legally permitted occupancy load for said residential rental unit prior to the tenants signing said Summary. The owner shall sign the Summary, obtain the signatures of all tenants on the Summary and provide a copy of that Summary to the HAND Department, upon the Department's request.

(d) The HAND Department shall furnish, upon request, to each registered owner or registered agent of a residential rental unit subject to this Title a copy of this Title.

16.03.080 Fees.

(a) All fees for any inspection conducted under this Title shall be established by the Board of Public Works, in accordance with the directives of 16.30.080(b), and are subject to an annual review by said Board.

(b) The Board of Public Works shall establish reasonable and appropriate fees for inspections conducted under this Title in accordance with the following:

- (1) There shall be one fee for both the Cycle Inspection and a first Re-Inspection.
- (2) Increased inspection fees may be assessed for each subsequent Re-Inspection.
- (3) There shall be no fee for the initial and first re-inspection for a Complaint Inspection.
- (4) Fees shall be established for the following:
 - (A) Single-family detached homes;
 - (B) Rooming houses;
 - (C) Condominiums;
 - (D) Multi-family dwellings; and
 - (E) Lodging establishments.
- (5) In recognition of the importance of ensuring affordable housing, the Board of Public Works shall ensure that the City continues to subsidize the inspection of certain types of low-income housing

units by providing the following discounts to any inspection fees said Board establishes:

- (A) Public housing units owned and operated by the Bloomington Housing Authority shall be provided free inspections and shall not be assessed a fee;
 - (B) Section 8 dwelling units, Low Income Tax Credit dwelling units, HAND Department subsidized dwelling units and dwelling units that have a monthly rent in accordance with the United States Department of Housing and Urban Development's Low Rent Rates shall receive a 30% discount on any fee. A copy of the lease showing the unit's rental rate shall be provided in order to receive the discounted fee. A copy of the HUD Low Rent Rates is available on HAND's website; said rates are updated annually.
- (6) There shall be a 25% fee reduction for any residential rental unit that has no violations on the initial Cycle Inspection. If the required documentation is not provided to the HAND inspector during the inspection, an owner will have until 5:00 p.m. on the day of the inspection to provide HAND with the required documentation in order to still receive the 25% fee reduction.
- (c) Effective January 1, 2013, the fees for inspections shall be as follows:
- | | |
|---|----------------|
| Single-family detached homes | \$75.00 |
| Rooming houses – each building | \$60.00 |
| + each bathroom | \$15.00 |
| Condominiums | \$75.00 |
| Multi-family dwellings – each building | \$60.00 |
| + each unit | \$15.00 |
| Lodging establishments | Complaint Only |
| 2 nd & subsequent reinspection fee | \$65.00 |
- (d) Effective January 1, 2014, the fees for inspections shall be as follows:
- | | |
|---|----------------|
| Single-family detached homes | \$85.00 |
| Rooming houses – each building | \$60.00 |
| + each bathroom | \$25.00 |
| Condominiums | \$85.00 |
| Multi-family dwellings – each building | \$60.00 |
| + each unit | \$25.00 |
| Lodging establishments | Complaint Only |
| 2 nd & subsequent reinspection fee | \$70.00 |
- (e) Effective January 1, 2015, the fees for inspections shall be as follows:
- | | |
|------------------------------|---------|
| Single-family detached homes | \$95.00 |
|------------------------------|---------|

Rooming houses – each building	\$70.00
+ each bathroom	\$25.00
Condominiums	\$95.00
Multi-family dwellings – each building	\$70.00
+ each unit	\$25.00
Lodging establishments	Complaint Only
2 nd & subsequent reinspection fee	\$70.00

- (f) Annual updates of the fees, beginning on January 1, 2015, shall be determined by the Board of Public Works. The Board of Public Works may only increase a fee if the cost of administering and enforcing the provisions of Title 16 are not offset by the amount of fees generated by Title 16. Additionally, at no time may the Board of Public Works increase a fee by more than ten percent (10%); if HAND feels as though a fee increase of greater than ten percent (10%) is required, said fee increase shall require approval by the City of Bloomington Common Council. All fee increases shall be reasonably related to the cost of administering and enforcing the provisions of Title 16.